

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

JUN 29 1998

DOROTHY A. EVANS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

IN RE:

FINCEL, JOANN LUCILLE, 394-30-5006,

Debtor.

HOUSEHOLD BANK, NA (Nevada) and
HOUSEHOLD CREDIT SERVICES, INC.,

Plaintiff,

vs.

JOANN L. FINCEL,

Defendant.

)
)
)
)
) Case No. 97-02174-W (M)
) Chapter 7

) Adversary No. 97-0288-M
)
)
)

Journal Entry of Judgment

NOW on this 29th day of June, 1998, came on for consideration on the stipulation of the parties. Plaintiff appeared by its attorneys of record, TIPS & GIBSON, and Defendant appeared by her attorney, Donald Flasch. Both parties announced that a settlement had been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this adversary proceeding and the parties.
2. This is a core proceeding.
3. It is agreed that the said sum of \$7,627.93 is nondischargeable and that judgment should be granted to the Plaintiff in that sum, plus interest, attorney's fees, and accrued and accruing costs.
4. It is further agreed that if the Defendant pays the Plaintiff the sum of \$2,100.00 with no accruing interest in 30 consecutive monthly payments of \$70.00,

DOCKETED 6-29-98
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

i/

commencing the 15th day of ~~FEBRUARY~~ ^{JUNE}, 1998, such total payment of \$2,100.00 will be accepted as full and complete settlement of this obligation.

5. It is further agreed that, however, if Defendant defaults under the terms of this settlement, the Plaintiff shall have final judgment against the Defendant in the full sum of \$7,627.93, with interest thereon from April 25, 1997, at 18.65% on merchandise, attorney's fees and all costs accrued and accruing, as set by the Court.
6. It is further agreed that a reasonable attorney's fee in this matter is \$500.00 and that the costs expended to date are \$156.61.

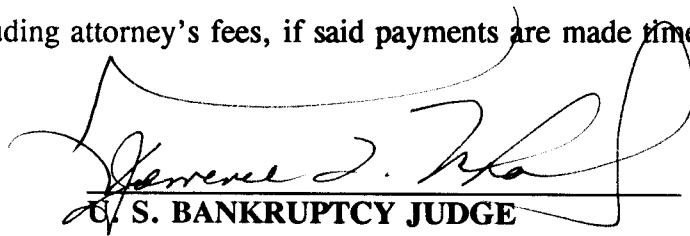
THE Court having reviewed and approved the stipulations of the parties, finds and, it is:

THEREFORE ADJUDGED AND DECREED that the indebtedness due Plaintiff HOUSEHOLD BANK, NA (Nevada) and HOUSEHOLD CREDIT SERVICES, INC., from Defendant/Debtor JOANN L. FINCEL, in the amount \$7,627.93 be, and is determined to be nondischargeable; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that HOUSEHOLD BANK, NA (Nevada) and HOUSEHOLD CREDIT SERVICES, INC., is granted a judgment against JOANN L. FINCEL, for the principal sum of \$7,627.93, plus interest at as set forth above from April, 1997, a reasonable attorney's fee of \$500.00, and accrued and accruing costs; and it is

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Defendant/Debtor, JOANN L. FINCEL, is hereby granted a stay of execution conditioned upon her payment to the Plaintiff the sum of \$2,100.00, payable in 30 consecutive monthly payments of \$70.00 per month commencing on the 15th day of ~~FEBRUARY~~ ^{JUNE}, 1998, and each and every month thereafter, until said total sum of \$4,500.00 is paid in full.

FURTHER ORDERED, ADJUDGED AND DECREED by the Court that this judgment shall be satisfied in full upon the payment of the said total sum of **\$2,100.00** payable as shown in the payment schedule above, including attorney's fees, if said payments are made timely as set forth above.


U. S. BANKRUPTCY JUDGE

Approved as to Form and Content:

TIPS & GIBSON


ROBERT H. TIPS, OBA#9029

525 South Main, Suite 1111

Tulsa, OK 74103-4512

918-585-1181, Fax 585-1668

ATTORNEYS FOR PLAINTIFF


JOANN L. FINCEL

Debtor/Defendant


DONALD FLASCH, OBA#2969

6520 South Lewis, Suite 10

Tulsa, OK 74136-1041

918-747-7764

ATTORNEY FOR DEBTOR/DEFENDANT